

Recondition Generator Heat Exchangers

Hoover Dam Powerplant Boulder Canyon Project Arizona - Nevada

Lower Colorado Regional Office Boulder City, Nevada

2000

United States Department of the Interior Bureau of Reclamation



www.lc.usbr.gov/~g3100

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SOLICITATION/CONTI	RACT/ORDER FO	R COMMER	CIAL ITE	EMS	1. REQUISITI	on numbe	R	P	PAGE 3 OF 75 PAGES
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Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136 Expires: 09/30/98

CONTINUATION OF BLOCKS FROM SF 1449

- 1 Block 18b: Submission of Invoices.
- (a) The COR has been designated authority to approve invoices for payments under the contract. To ensure timely processing of payments under the contract, the designated billing office for such payments is: Mr. Jack Delp (LC-6000), Bureau of Reclamation, Engineering Services Office, P.O. Box 60400, Boulder City NV 89006-0400.
- (b) Final payment under the contract will be approved by the Contracting Officer. The final invoice will be approved pursuant to the Prompt Payment clause in the contract after all contract settlement actions are complete. To ensure timely processing, the designated billing office for the final invoice is: Ms. Beth Murray (LC-3112), Bureau of Reclamation, Lower Colorado Region, P.O. Box 61470, Boulder City NV 89006.

PART II - CONTRACT CLAUSES

1. Addendum to 52.212-4, Contract Terms and Conditions--Commercial Items

The following contract terms and conditions are also applicable to this acquisition:

(A) 1452.204-70 Release of Claims--Department of the Interior (Jul 1996)

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

- (B) 52.211-8 Time of Delivery (Jun 1997) Alternate III (Apr 1984)
 - (a) The Government requires delivery to be made according to the following schedule:

	REQUIRED DELIVERY SCHEDULE						
Item No.	Quantity	Within Days After the Date of Receipt of a Written Notice of Award					
1.	Four (4) Reconditioned Heat Exchangers for G.E. Generators	75					
2.	Two (2) Reconditioned Heat Exchangers for Westinghouse Generators	75					

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

	OFFEROR'S PROPOSED DELIVERY SCHEDULE						
Item No.	Quantity	Within Days After the Date of Receipt of a Written Notice of Award					
1.	Four (4) Reconditioned Heat Exchangers for G.E. Generators						
2.	Two (2) Reconditioned Heat Exchangers for Westinghouse Generators						

- (C) WBR 1452.223-80 Asbestos-Free Warranty--Bureau of Reclamation (Oct 1992)
- (a) The Contractor warrants that all items delivered, or work required by the contract shall be free of asbestos in any form whatsoever except for the use of asbestos cement pipe.
- (b) The Contractor may request the Contracting Officer to approve an exception to this prohibition when an asbestos-free product is not available. Such requests shall be fully documented and submitted as soon as possible after the Contractor determines that an asbestos-free product is not available. Contracting Officer disapproval of a request for an exception shall be final and not subject to the Disputes clause of this contract.
- (D) WBR 1452.225-82 Notice of Trade Agreements Act Evaluations--Bureau of Reclamation (Oct 1998)

In accordance with the Agreement on Government Procurement, as amended by the Uruguay Round Agreements Act (Pub. L. 103-465), and other trade agreements, The Trade Agreements Act applies to Bureau of Reclamation acquisitions. Reclamation will evaluate acquisitions at or above the dollar thresholds listed below without regard to the restrictions of the Buy American Act:

- (a) Construction (\$7,143,000 or \$6,909,500 if NAFTA country construction materials are being offered);
 - (b) Supplies or services:
 - (1) Mexico (\$53,150);
 - (2) Canada (\$186,000);
 - (3) Israel (\$186,000); and
 - (4) All other designated countries (\$186,000).
- (E) WBR 1452.242-80 Postaward Conference—Bureau of Reclamation (Jul 1993)
- (a) Prior to the Contractor starting work, a postaward conference (as described in FAR Subpart 42.5), will be convened by the contracting activity or contract administration office. The Contractor's Project Manager shall attend the conference. If the contract involves subcontractors, a representative of each major subcontractor is also required to attend.
 - (b) The conference will be held at Hoover Dam.
- (c) The Contracting Officer and the Contractor will agree to the date and time of the conference after award of the contract. In event of a conflict in schedules, the Contracting Officer shall establish the date for the conference.
- (d) The Contractor shall include any associated costs for attendance at the conference in its offer.

- (F) 52.247-34 F.O.B. Destination (Nov 1991), incorporated by reference
- (G) WBR 1452.247-900 Preparation for Shipment and Handling--Bureau of Reclamation--Lower Colorado Region (Nov 1996)

The Contractor shall prepare all materials and articles for shipment in such a manner as to protect them from damage and exposure to moisture, and shall be responsible for and make good any and all damage due to improper preparation or loading for shipment.

- 3. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (May 1999)
- (a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.222-3, Convict Labor (E.O. 11755).
 - (2) 52.233-3, Protest After Award (31 U.S.C 3553).
- (b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I
	(41 U.S.C. 253g and 10 U.S.C. 2402)
	(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999)
	(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business
	Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate
	in its offer)
	(4) (i) 52.219-5, Very Small Business Set-Aside (Mar 1999) (Pub. L. 103-403, section
	304, Small Business Reauthorization and Amendments Act of 1994)
	(ii) Alternate I to 52.219-5
	(iii) Alternate III to 52.219-5
	(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d) (2) and (3))
	(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4))
	(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14))
	(8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged
	Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the
	offeror elects to waive the adjustment, it shall so indicate in its offer)
	(ii) Alternate I of 52.219-23
	(9) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged
	Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)
	(10) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive
_	Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323)
U	(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

U U	(12) 52.222-26, Equal Opportunity (E.O. 11246) (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam
<u>U</u> <u>U</u>	Era (38 U.S.C. 4212) (14) 52.222-36, Affirmative Action for Workers With Disabilities (29 U.S.C. 793) (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212)
	(16) 52.225-3, Buy American ActSupplies (41 U.S.C. 10) (17) 52.225-9, Buy American ActTrade Agreements ActBalance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582)
	 (18) [Reserved] (19) 52.225-18, European Union Sanction for End Products (E.O. 12849) (20) 52.225-19, European Union Sanction for Services (E.O. 12849) (21) (i) 52.225-21, Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program (41 U.S.C. 10, Pub. L. 103-87)
	(ii) Alternate I of 52.225-21 (22) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (31 U.S.C. 3332)
<u>U</u>	(23) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Registration (31 U.S.C. 3332)
	(24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).(25) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).(26) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (46 U.S.C. 1241).
comme contrac	Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to rcial services, which the Contracting Officer has indicated as being incorporated in this t by reference to implement provisions of law or executive orders applicable to ions of commercial items or components:
<u>U</u>	(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.). (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and
	41 U.S.C. 351, et seq.). (3) 52.222-43, Fair Labor Standards Act and Service Contract ActPrice Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.). (4) 52.222-44, Fair Labor Standards Act and Service Contract ActPrice Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
	(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
 - (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Handicapped Workers With Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

PART III - STATEMENT OF WORK

SUBSECTION C.1 - GENERAL REQUIREMENTS

C.1.1. The Requirement

It is required there be furnished and delivered complete in accordance with the contract provisions and clauses, these specifications, including the drawings listed in Attachment 2 hereof, Reconditioning Heat Exchangers for various generators, Lower Colorado Dams Facilities Office, Hoover Dam Powerplant, Boulder Canyon Project, Arizona--Nevada.

The heat exchangers being reconditioned under these specifications are required for cooling various generators at the above-named installation which is located about 8 miles northeast of Boulder City, Nevada, in Clark County.

The heat exchangers are located in storage at the Hoover Dam Central Warehouse Yard, approximately 7 miles northeast of Boulder City, Nevada, in Clark County.

The reconditioned heat exchangers will not be installed under this contract.

C.1.2. Description of the Work

The work to be performed consists of reconditioning six (6) heat exchangers. Each heat exchanger is from a separate generator unit at the Hoover Dam Powerplant, however they are interchangeable with generators made by the same manufacturer.

Principal features of the work include the following:

- a. Loading and transporting the heat exchangers from the Hoover Dam Central Warehouse to the Contractor's facilities and return upon completion of the work.
- b. Replacing all cooling tubes and fins.
- c. Replacing the tube sheets; cut to size, drill and ream tube holes (General Electric (G.E.) coolers only).
- d. Cleaning and reconditioning the heat exchanger water boxes and cover plates, and the fixed and floating tube sheets.
- e. Removing existing paint from the exterior portion of the heat exchanger water boxes and cover plates and from all structural support framing and bracing. Apply new coats of paint as specified for the exterior of the heat exchanger water boxes and cover plates and for all structural support framing and bracing.
- f. Furnishing and installing all gaskets.

- g. Reassembling units.
- h. Performing pressure tests at the Hoover Dam facility prior to final acceptance.

C.1.3. Submittal Requirements

a. General.--The Contractor shall furnish all materials and perform all work required for furnishing submittals to the Government, in accordance with this paragraph, Table 1A (List of Submittals), and the requirements in the provisions, clauses, and paragraphs of this contract.

The word "submittals" shall be interpreted to include drawings, data, manuals, certifications, test reports, curves, samples, color chips or charts, brochures, and other items furnished by the Contractor for approval, informational, or other purposes.

- b. List of submittals.--Table 1A (List of Submittals) lists the submittals required by this contract except those submittals which are required conditionally, required by entities other than the Bureau of Reclamation, or which are periodic in nature. Any submittal required to be submitted by the Contractor, but which is not listed in the table, shall be submitted in accordance with the applicable requirements of this contract. In case of a conflict between the requirements of this paragraph and the requirements included elsewhere in this contract, the requirements elsewhere shall take precedence over the requirements contained in this paragraph.
- c. Submittals.--Each item in Table 1A (List of Submittals) has been assigned an RSN (Required Submittal Number). The "Submittals required" column of the table specifies the material to be submitted for each RSN. All of the material specified for an RSN will be considered a complete set; and where the material required for an RSN is specified as separate or distinguishable parts, a complete set shall include all parts. Only complete sets shall be submitted.

The number of complete sets to be submitted, and the location to which they are to be sent, shall be in accordance with the "No. of sets to be sent to:" column of the table, except as provided below for sets of original material.

When an RSN involves submittal of original (non-copied) material, all original material, or as much thereof as is necessary to form a complete set, shall be included in just one complete set. This "originals" set shall be sent to the proper address, given in subparagraph e. below, as determined by the "Responsible code" column of the table and the following:

- (1) CO indicates Contracting Officer.
- (2) RE indicates Regional Engineer.

The "originals" set shall be counted as one of the complete sets required to be submitted under the "No. of sets to be sent to:" column of the table.

For each RSN, the Contractor shall submit complete sets of required submittal material under cover of a transmittal letter. At the Contractor's option, complete sets for more than one RSN may be submitted under cover of the same transmittal letter, provided they have the same responsible code designation as shown in the table. The Contractor's transmittal letter shall include:

- (1) Reference to Bureau of Reclamation contract number and title.
- (2) Identification of responsible code as shown in the table.
- (3) Complete list of RSN(s) for which material is being submitted.
- (4) For each RSN, number of complete sets and list of materials included.
- (5) For each RSN, identification of the submittal as an initial submittal or a resubmittal.

Each drawing submitted by the Contractor shall have the Contractor's or supplier's title and drawing number on it. Drawings and data shall be labeled with the Bureau of Reclamation contract number, the bidding schedule number, and the item number.

Manufacturer's data for commercial products or equipment, such as catalog cut sheets, shall be clearly marked to indicate the item(s) to be furnished. The data shall be sufficiently comprehensive to identify the manufacturer's name, type, model, size, and characteristics of the product or equipment, as well as to fully demonstrate that the product or equipment meets the requirements of these specifications.

Submittals requiring certification by a registered professional shall be signed and sealed.

d. Review of submittals furnished for approval.--The time required for review of each submittal or resubmittal furnished under an RSN for approval will not begin until the Government receives complete sets of all the submittal materials required for that particular RSN. The number of calendar days required for review of drawings or data submitted or resubmitted for approval will include the date the drawings or data are received by the Government, and will extend through the date of return mailing to the Contractor.

Except as otherwise provided in the specifications for specific submittals, the Government will require 20 calendar days for review of each submittal or resubmittal furnished by the Contractor for approval, and this review time will apply to each separate submittal or resubmittal whether the submittals are approved, not approved, or returned for revision.

If the Government uses time in excess of the specified number of calendar days for review of any submittal or resubmittal, additional time, not to exceed the excess time, will be added to the time allowed the Contractor for delivery of the materials or equipment affected by such excess time, to the extent it is demonstrated that the excess time caused delay. If the Government's review of two or more separate submittals or resubmittals is late and results in

concurrent days of excess time, such days will be counted only once in computing an extension of the delivery date. Further, if the Contractor fails to make complete approval submittals in the sequence and within the time periods specified in this contract, and thus precludes the Government from approving or considering for approval such submittals within the specified calendar day period, then the Contractor shall not be entitled to an extension of time allowed for delivery of the materials or equipment.

Unless otherwise specified, one set of the submittals required for approval will be returned to the Contractor either approved, not approved, or conditionally approved, and will be marked to indicate changes, if required. Submittals that are not approved or that require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision date. All requirements specified for the initial submittal shall apply to any resubmittals required. Unless otherwise specified, all submittals which are to be resubmitted shall be resubmitted by the Contractor within 20 calendar days after the Contractor has received the Government's comments.

e. Addresses.--The Contractor shall send the submittals to the applicable addresses listed below as required by Table 1A (List of Submittals).

The Contractor shall also send a copy of the transmittal letter to the address listed below that is not sent the submittal.

Submittals shall be sent as required by Table 1A (List of Submittals) to:

- (1) Contracting Officer, Attn: LC-3110
 Bureau of Reclamation
 Lower Colorado Regional Office
 P.O. Box 61470
 Boulder City, Nevada 89006-1470
- (2) Bureau of Reclamation
 Lower Colorado Dams Facilities Office
 Regional Engineer, Attn: LC-6000
 P.O. Box 60400
 Boulder City, Nevada 89006-0400
- f. Cost.--Unless otherwise specified, no separate payment will be made for preparing and furnishing submittals to the Government, and the cost thereof shall be included in the prices offered in the schedule for the applicable items of work requiring the submittals or other items of work.

Table 1A - List of Submittals

RSN	Item	Reference provision, clause, or paragraph	Respon- sible code	Submittals required	No. of sets to be sent to:*		Due date or delivery time
		paragraph			СО	RE	
01	Cleanup and Disposal of Waste Materials	C.3.1.	RE	Plan for removal, containment, and disposal of lead- based paint.	1	1	Not less than 10 days prior to removal of existing paint.
02	Heat Exchangers	C.4.2.c.	RE	1) Certification that each cooling tube supplied has successfully been pressure tested to 200 psi.	0	2	Prior to reassembly of heat exchangers with new cooling tubes.
				2) Certification that each cooling tube supplied has min. wall thickness of 0.049 inches.	0	2	Prior to reassembly of heat exchangers with new cooling tubes
03	Heat Exchangers	C.4.2.d.	RE	Marked drawings for each type of heat exchanger to show any corrections or changes.	0	2	Upon completion of the work and prior to final acceptance.
04	Heat Exchangers	C.4.2.e.	RE	Hydrostatic pressure test for reassembled heat exchangers after delivery to site.	0	2	Within 7 days of testing and prior to final acceptance.
05	Painting Requirements	C.4.3.b.	RE	Documentation (manifest) showing legal disposal of lead based paints removed during surface preparation.	1	2	Within 20 days of removal of lead-based paints and prior to final acceptance.
06	Painting Requirements	C.4.3.d. thru C.4.3.g.	RE	Catalog cut sheet and technical specification sheet for each paint.	0	2	At least 20 days prior to purchase and/or use of paints.
07	Release of Claims	1452.204-70	CO	Release of claims (DI-137) against United States	1	0	After completion of work and prior to final payment

^{*} CO indicates Contracting Officer and RE indicates Regional Engineer. For mailing addresses, see subparagraph entitled "Addresses" of paragraph entitled "Submittal Requirements."

SUBSECTION C.2 - MATERIALS AND WORKMANSHIP

C.2.1. Materials and Workmanship

a. Materials.--The words "material" and "materials" as used in these specifications to denote items furnished by the Contractor shall mean equipment, machinery, product(s), component(s), or other item(s) procured under these specifications. All materials furnished by the Contractor shall be new and of the most suitable grade for the purpose intended considering strength, ductility, durability, and best engineering practice.

Except as specified, materials shall conform to Federal specifications or standards, or, if there are no applicable Federal specifications, materials shall conform to the specifications or standards of ANSI (American National Standards Institute), ASTM (American Society for Testing and Materials), ASME (American Society of Mechanical Engineers), SAE (Society of Automotive Engineers), IEEE (Institute of Electrical and Electronic Engineers), NFPA (National Fire Protection Association), or other nationally recognized standards organization. If the Contractor proposes to deviate from, or to use materials not covered by, the aforementioned specifications and standards, the Contractor shall submit, for approval, the justification for and exact nature of the deviation, and complete specifications for the materials proposed for use.

Parts shall be made accurately to standard gauge where possible. Threads, including but not limited to those of bolts, nuts, screws, taps, pipes, and pipefittings shall be unified screw threads conforming to ASME B1.1-89 (ANSI approved) or ASME B1.20.1-83 (Rev 1992) (ANSI approved). For internal connections only, the Contractor will be permitted to deviate from the ASME standards, provided the Contractor furnishes a complete set of taps and dies as might be required to facilitate repair or replacement.

All fasteners shall be permanently marked with a symbol identifying the manufacturer and with symbol(s) indicating grade, class, type, and other identifying marks in accordance with reference or applicable standards.

b. Workmanship.--The Contractor shall be responsible for the accurate manufacture and fabrication of materials in accordance with best modern practice and the requirements of these specifications, notwithstanding minor errors or omissions therein.

Liberal factors of safety and adequate shock-absorbing features shall be used throughout designs, especially for parts subjected to variable stress or shock, including alternating or vibrating stress or shock. Shock-absorbing features and parts subject to vibration shall include provisions which prevent components from loosening.

C.2.2. Materials to be Furnished by the Contractor

a. General.--The Contractor shall furnish all materials required for completion of the work.

When a separate item which includes the furnishing of any material is provided in the schedule, the cost of furnishing, hauling, storing, and handling shall be included in the price

offered for that item. When a separate item is not provided in the schedule for furnishing any material required to be furnished by the Contractor, the cost of furnishing, hauling, storing, and handling shall be included in the price offered for the work for which the material is required.

Materials furnished by the Contractor shall be of the type and quality described in these specifications. The Contractor shall make diligent effort to procure the specified materials from any and all sources, but where because of Government priorities or other causes, materials required by these specifications become unavailable, substitute materials may be used: Provided, that no substitute materials shall be used without prior written approval of the Contracting Officer, said written approval to state the amount of the adjustment, if any, to be made in favor of the Government. The Contracting Officer's determination as to whether substitution shall be permitted and as to what substitute materials may be used shall be final and conclusive. If the substitute materials approved are of less value to the Government or involve less cost to the Contractor than the materials specified, an adjustment shall be made in favor of the Government, and where the amount involved or the importance of the substitution warrants, a deductive modification to the contract will be issued. No payments in excess of prices offered in the schedule will be made because of substitution of one material for another or because of the use of one alternate material in place of another.

b. Inspection of materials.--Materials furnished by the Contractor which will become a part of the completed work shall be subject to inspection in accordance with paragraph (a) of the clause FAR 52.212-4 Contract Terms and Conditions—Commercial Items at any one or more of the following locations, as determined by the Contracting Officer: At the place of production or manufacture, at the shipping point, or at the site of the work. To allow sufficient time to provide for inspection, the Contractor shall submit to the Contracting Officer, at the time of issuance, copies in triplicate of purchase orders, including drawings and other pertinent information, covering materials on which inspection will be made as advised by the Contracting Officer, or shall submit other evidence in the event such purchase orders are issued verbally or by letter.

The inspection of materials at any of the locations specified above or the waiving of the inspection thereof shall not be construed as being conclusive as to whether the materials and equipment conform to the contract requirements under the clause paragraph, nor shall the Contractor be relieved thereby of the responsibility for furnishing materials meeting the requirements of these specifications. Acceptance of all materials will be made only at the site of the delivery.

C.2.3. Reference Specifications and Standards

Materials, Contractor design, construction work, and other requirements which are specified by reference to Federal Specifications, Federal Standards, or other standard specifications or codes shall be in compliance with the noted editions or revisions, including any amendments or supplements. In the event of conflicting requirements between a referenced specification, standard, or code and these specifications, these specifications shall govern.

Unless otherwise specified, all materials that will become a part of the completed work shall be new and shall conform to the Federal or other specifications and standards referred to herein. Where reference specifications numbers are designated throughout these specifications, they refer to Federal Specifications unless otherwise noted. In the event that the materials are not covered by Federal or other specifications, the materials furnished shall be of standard commercial quality. Where types, grades, or other options offered in the reference specifications are not specified in these specifications, the material furnished will be acceptable if it is in accordance with any one of the types, grades, or options offered.

Copies of many of the Federal Specifications and Standards may be examined at the office of the Bureau of Reclamation, Building 67, Denver Federal Center, West 6th Avenue and Kipling Street, Denver, Colorado. Single copies of Federal Specifications and standards may be obtained without charge from any one of the General Services Administration Business Service Centers. See paragraph (i) of the provision FAR 52.212-1 Instructions to Offerors--Commercial Items.

Bureau of Reclamation Standard Material Specifications and Methods of Tests (The M-series documents) may be obtained from the Bureau of Reclamation, Attn D-8170, P.O. Box 25007, Denver CO 80225.

Other Reclamation publications including manuals and Reclamation's significant scientific, technical, and engineering works are available from the National Technical Information Service (NTIS). Information regarding availability and pricing may be obtained by contacting NTIS at the following address:

United States Department of Commerce National Technical Information Service 5285 Port Royal Road Springfield, Virginia 22161

Telephone: 1-703-487-4650 or 1-800-553-6847

These addresses may also be used to order the various manuals and standard specifications printed, reprinted, or published while the Bureau of Reclamation was officially named the Water and Power Resources Service. All references to Water and Power Resources Service or any form derivative thereof shall be considered synonymous with the Bureau of Reclamation.

SUBSECTION C.3 - ENVIRONMENTAL QUALITY PROTECTION

C.3.1. Cleanup and Disposal of Waste Materials

- a. General.--The Contractor shall be responsible for the cleanup and disposal of waste materials and rubbish. Contractor removed tubing and appurtenances to be disposed of shall be considered waste material. The disposal of waste materials and rubbish shall be in accordance with applicable Federal, state, and local laws and regulations, with applicable requirements of Reclamation's publication "Reclamation Safety and Health Standards," and with the requirements of this paragraph. Should a conflict exist in the requirements for cleanup and disposal of waste materials, the most stringent requirement shall apply.
- b. Disposal of hazardous waste and materials.--Materials or wastes, defined as hazardous by 40 CFR 261.3; Federal Standard 313, as amended; or by other Federal, state, or local laws or regulations, used by the Contractor or discovered in work or storage areas, shall be disposed of in accordance with these specifications and applicable Federal, state, and local laws and regulations.

Concerning removal and disposal of lead-based paint, the Contractor shall submit to the Contracting Officer a written plan covering the sampling, air monitoring, removal procedures, employee certifications, disposal facility used, manifests, and all certificates of disposal. The plan shall be submitted in accordance with Paragraph C.1.3. (Submittal Requirements).

- c. Disposal of other nonhazardous waste materials.--
- (1) Disposal by removal.--Waste materials to be disposed of by removal from the service area shall be removed prior to completion of the work under these specifications. All materials removed shall become the property of the Contractor.

Waste material shall be dumped only at an approved sanitary landfill. The Contractor shall make any necessary arrangements with private parties and county officials pertinent to locations and regulations of such landfills, and shall pay any fees or charges required for such dumping. In lieu of transporting the old tubing to the landfill and paying disposal fees, the Contractor may recycle the old tubing as scrap metal.

d Cost.--Except as provided above, the cost of cleanup and disposal of waste materials in accordance with this paragraph shall be included in the prices offered in the schedule for other items of work.

SUBSECTION C.4 - RECONDITION GENERATOR HEAT EXCHANGERS

C.4.1. Recondition Generator Heat Exchangers, General

The Bureau of Reclamation, Lower Colorado Dams Facilities Office, Hoover Dam Powerplant, has a requirement for the reconditioning of six (6) generator heat exchangers. These six (6) heat exchangers have been removed from various generators and are presently in storage in the Central Warehouse yard, approximately 1.5 miles west of Hoover Dam, Nevada. Large transportation vehicles can easily access this storage area. Upon request, the Government's forklift and/or crane will be made available with an operator for loading the heat exchangers onto a transportation vehicle. The Central Warehouse facility hours are 6:30 am to 5:00 pm (Pacific Standard Time), Monday through Thursday.

The Contractor shall transport the six (6) heat exchangers to its facility, dismantle and replace all cooling tubes and fins, replace tube sheets (G.E. coolers only), clean the heat exchanger water boxes and cover plates and restore to original dimensions, reassemble, and return the units to Hoover Dam's Central Warehouse. Prior to reassembly, the Contractor shall remove existing paint from the exterior portion of the heat exchanger water boxes and cover plates and from all structural support framing and bracing. The Contractor shall apply new coats of paint as specified for the exterior of the heat exchanger water boxes and cover plates and for all structural support framing and bracing. Prior to final acceptance by the Bureau of Reclamation, the reconditioned heat exchangers shall satisfactorily pass the pressure tests in accordance with the requirements stated below.

The Contractor shall be responsible for packing, loading, and securing the generator heat exchangers prior to removal from the storage site. In addition, the Contractor shall be responsible for any damage that may occur in the handling and transportation of the heat exchangers. These requirements shall be in accordance with clause WBR 1452.247-900 Preparation for Shipment and Handling.

C.4.2. Heat Exchangers

a. General.--Two (2) of the heat exchangers are from generators that were manufactured and installed by Westinghouse Electric and Manufacturing Company. Four (4) heat exchangers are from generators that were manufactured and installed by General Electric. The overall size of each heat exchanger, surface area, weight, and cooling capacities are comparable. The most significant differences between the two manufacturers are in the location of the inlet and outlet flanges for the connecting cooling water pipes and in the size (diameter) of the copper-finned cooling tubes. At present, the Westinghouse heat exchangers are interchangeable with other Westinghouse units and the same applies for the G.E. heat exchangers.

The normal operating temperature of the generator stator windings is 60 to 75 degrees Centigrade.

b. Technical Data.-

- (1) Westinghouse Heat Exchangers.--These existing generator heat exchangers are Westinghouse Surface Air Coolers, 2500 sq. ft. surface area. These heat exchangers are six (6) pass, counter flow, straight tubes, 138 tubes, 8' 5-3/4" end to end (8' 4" exposed length) with an outside diameter of 1.0 inches, and a minimum wall thickness of 0.049 inches. The cooling fins are approximately 0.012 inches thick and have an installed outside diameter of 1-3/4 inches, with seven (7) fins per inch of tube length. The original cooling tubes appear to be Admiralty Brass, ASTM B111, C44300, tension-helical wound copper finned solder dipped tubing. The tube sheets are Naval Brass plate. See attached outline Drawing No. 6-H-521 for dimensions.
- (2) General Electric Heat Exchangers.--These existing generator heat exchangers are G.E. Surface Air Coolers, catalog No. 8669436 G-2, Type SF. These heat exchangers are six (6) pass, counter flow, straight tubes, 366 tubes, 9' 6" end to end (9' 4" exposed length) with an outside diameter of 0.625 inches, and a minimum wall thickness of 0.049 inches. The cooling fins are approximately 0.012 inches thick and have an installed outside diameter of 1 inch, with eight (8) fins per inch of tube length. The original cooling tubes are Cupro-nickel (70% Cu, 30% Ni), ASTM B111, with copper fins. The water boxes and heads are a cast iron material with gasketed integral baffles. The tube sheets are Naval Brass plate. See attached outline Drawing No. T-4936503 for dimensions.
- c. Materials.--The Contractor shall furnish and install new tube sheets for the General Electric coolers only. The new tube sheets shall be cut to size and the tube holes drilled and reamed. The new tube sheets shall be Naval brass plate.

The Contractor shall furnish and install new heat exchanger tubes in six (6) heat exchangers for Hoover Dam Powerplant. Regardless of the metallurgical composition of the original tubing (i.e. Copper, Cupro-nickel, or Admiralty brass), the new cooling tubes shall be Admiralty brass, ASTM B111-95, C44300. The tubes shall be attached to the tube sheets in a manner as to be free from any leakage. Each tube shall be provided with copper fins, 0.015 inch thick. The copper fins shall be tension-wound and fastened securely to the tube by solder dipping. The molten solder shall be a lead-free material.

The tubing shall be 5/8-inch diameter with one bell end; a minimum wall thickness of 0.049 inch; an overall diameter (tube with fins) of 1 1/8-inch; and a fin thickness of 0.015-inch with 8 fins per inch. The overall length of the tubes are approximately 9'-6".

Prior to ordering the tubing from a supplier, it shall be the responsibility of the Contractor to verify the exact length necessary, the portion of tube to be finned, and the location of the tube support collars.

Prior to placing the fins on the tubes, the supplier shall perform a hydrostatic pressure test on each tube to a pressure of 200 psi. Tubes that leak or can not maintain the pressure will be rejected. In accordance with Paragraph C.1.3. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit documentation and proof that the supplier has

successfully pressure-tested each tube. This submittal for the tubing shall also include certification from the supplier that the minimum wall thickness of 0.049-inch has been achieved in all cooling tubes.

All hardware (nuts, bolts and studs) shall be replaced and internal threads cleaned before reassembly. All bolts and studs shall be carbon steel, Grade B, conforming to ASTM A307-93, and the nuts shall be Grade A, heavy hex nuts, ASTM A563-96.

All gaskets shall be non-asbestos and designed for use in water/air heat exchangers and shall seal with no seeping. The gasket shall be fabricated from one continuous piece of gasket material. Splicing or overlapping will not be permitted. Provided it meets industry standards for this type of heat exchanger, the use of red neoprene rubber gasket material would be acceptable. Using a rubber gasket material with an inner layer of fabric or a vegetable fiber gasket material should be avoided.

d. Reconditioning.--The water boxes, covers, and tube sheets shall be reconditioned and returned to original dimensions and tolerances, all sealing surfaces shall be smooth and the six-pass arrangement shall be maintained. Reconditioning may require minor amounts of welding to fill any surface irregularities and/or machining to smooth out any surface irregularities. A method of welding that has been successful for repairs on bronze water boxes is heli-arc or TIG welding with Naval bronze rod.

In accordance with Paragraph C.1.3. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit marked copies of Drawing No. T-4936503 (General Electric) indicating any changes in the dimensions and notes describing the actual repair work that was performed on each heat exchanger.

e. Delivery and testing.--After the generator heat exchangers have been fully reconditioned, the Contractor shall deliver them to the Hoover Dam Central Warehouse. The Government's forklift and/or crane with an operator will be made available for unloading the heat exchangers.

At the Central Warehouse, each heat exchanger shall be hydrostatically tested to 75 pounds per square inch gauge (PSIG) for a minimum of 5 minutes or until inspection for potential leaks had been completed. The Contractor shall provide all regulating valves, pressure gauges, and necessary connection pieces to complete the testing. Upon request, the Government will provide the following utilities: 1) Water, delivery pressure varies; 2) Compressed air, up to 200 psi; and 3) Electricity, 110 or 220 volts.

In accordance with Paragraph C.1.3. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit test data results of all hydrostatic pressure testing, indicating the applied pressures, duration of testing, and any other pertinent data achieved during testing. The test shall demonstrate compliance with the specifications prior to final acceptance of the heat exchangers.

f. Payment.--Payment for reconditioning generator heat exchangers will be made at the unit price offered therefor in the schedule, which price shall include the cost of all labor, equipment, materials, and incidentals required for dismantling and replacing all cooling tubes and fins; cleaning and servicing the water boxes and covers; replacing miscellaneous hardware and gaskets; reassembling the components of the unit; and painting.

The cost of loading and transporting the generator heat exchangers to and from the Hoover Dam Central Warehouse Yard shall be included in the unit price offered in the schedule for reconditioning generator heat exchangers.

The cost of performing and satisfactorily passing the hydrostatic pressure tests on each heat exchanger prior to final acceptance of the work shall be included in the unit price offered in the schedule for reconditioning generator heat exchangers.

C.4.3. Painting Requirements

a. Painting.--The exterior metal surfaces, support frame and water boxes, shall be coated with an alkyd primer conforming to Federal Spec. TT-P-645B (1990) and alkyd gloss enamel, low volatile organic content (VOC) conforming to Federal Spec. TT-E-489H (1988) and Notice 1 (1992). The primer shall be gray in color and the alkyd gloss enamel shall be white in color.

The heat exchangers with the bronze water boxes and cover plates shall be thoroughly cleaned and inspected but will not require additional interior surface coating with epoxies.

b. Surface preparation.--Surface preparation for the exterior metal surfaces, support frame and water boxes shall include removal of all rust scale and foreign substances by scrapping, chipping, wire brushing, grit blasting, commercial grade sandblasting, or other effective means. Commercial grade sandblasting shall be defined as conforming to SSPC-SP10 -- Near white condition.

The existing paint on the exterior metal surfaces, support frame and water boxes shall be treated as a lead based paint. Removal, containment, monitoring, and disposal of waste material shall be performed in accordance with the regulations for disposal of hazardous waste. In accordance with Paragraph C.1.3. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit proof and documentation that these waste materials have been legally disposed of.

c. Safety and health.--Surface preparation includes media-blasting to bare metal for complete removal of lead-based paint and primers. The work area shall be prepared for full containment conditions, including air monitoring, air purification with filters, and worker safety and health monitoring.

All applicable Federal, state, and local requirements shall be followed during the removal of the existing lead-based paints and during the disposal of the hazardous waste debris. This

includes the following Code of Federal Regulations (CFR) applicable to the removal, containment, and disposal of lead-based paints.

29 CFR 1910.34	Respiratory Protection
29 CFR 1910.1000	Toxic and Hazardous Substances - Air Contaminants, Permissible Exposure Limits (PEL's)
29 CFR 1910.1020	Employee Access to Exposure and Medical Records
29 CFR 1926.55	Gases, Vapors, Fumes, Dusts, and Mists
29 CFR 1926.59	Hazard Communication
29 CFR 1926.62	Lead Exposure in Construction; Interim Final Rule
29 CFR 1926.103	Respiratory Protection
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable to Generators of Hazardous Waste
40 CFR 263	Standards Applicable to Transporters of Hazardous Waste
40 CFR 264	Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities

In case of conflict between reference standards listed above, the more stringent requirement will apply.

d. Alkyd primer.--The composition and physical characteristics shall meet the requirements of Federal Spec. TT-P-645B (1990). The alkyd primer shall be gray in color. Commercial equivalents may also be used.

In accordance with Paragraph C.1.3. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit catalog cut sheets and technical specification sheets for the alkyd primer.

Composition: High solids, rust inhibitive, alkyd primer

Physical Characteristics: Shelf life (Unopened): 1 year

Recoating time at 77 EF and 50

percent RH:

2 hours, minimum for next

coat of primer.

24 hours, minimum before

topcoat.

Volume solids: 50 percent, minimum

VOC (as supplied): 3.20 to 3.70 pounds per

gallon, maximum

Recommended film thickness: 2.0 mils (dry), minimum

Application method: Brush, roller, conventional, or

airless spray

Minimum temperature for

application:

45 EF

e. Alkyd gloss enamel, low VOC.--The composition and physical characteristics shall meet the requirements of Federal Spec. TT-E-489H (1988) and Notice 1 (1992). The alkyd gloss enamel shall be white in color. Commercial equivalents may also be used.

In accordance with Paragraph C.1.3. (Submittal Requirements) and Table 1A (List of Submittals), the Contractor shall submit catalog cut sheets and technical specification sheets for the alkyd gloss enamel.

Composition: Alkyd Industrial Gloss Enamel

Physical Characteristics: Shelf life (Unopened): 1 year

Recoating time at 77 EF and 50

percent RH:

12 hours, minimum

Volume solids: 45 percent, minimum

VOC (as supplied): 3.20 to 3.70 pounds per

gallon, maximum

Recommended film thickness: 2.0 mils (dry), minimum

Application method: Brush, roller, conventional, or

airless spray

Minimum temperature for

application:

40 EF

f. Cost.--The cost associated with painting the exterior surfaces of the support frame and water boxes with alkyd primer and alkyd gloss enamel on each heat exchanger shall be included in the unit price offered in the schedule for reconditioning generator heat exchangers.

PART IV - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

List of Attachments							
Att. No.	I I I I I I						
1	Service Contract	Service Contract Act Wage Determinations					
	California: Wage Determination No. 94-2047 (Rev. No. 13, 06/01/1999)						
	Colorado: Wage Determination N	o. 94-2083 (Rev. No. 11, 11/03/1999)	9				
	Florida: Wage Determination No.	94-2125 (Rev. No. 11, 06/04/1999)	9				
	Nevada: Wage Determination No.	. 94-2331 (Rev. No. 13, 07/23/1999)	9				
	NOTE: If an offeror will be performing the services under this contract in a location other than those listed above, they must submit a request to the Contracting Officer for the applicable SCA Wage Determination, which will be incorporated into the solicitation by amendment. Requests must be received in the contracting office no later than 3 days prior to the quote due date. Request may be submitted via: (1) E-mail to crotheim@lc.usbr.gov;						
	(2) Facsimile No. (702) 293-8499; or (3) Telephone No. (702) 293-8588. See block 7 of the SF 1449 (Solicitation/Contract/Order for Commercial Items) for additional point of contact information.						
2	Drawings						
	Drawing No. Drawing Title						
	6-H-521 Outline of Air Cooler						
	T-4936503	Outline of Surface Air Cooler Section					

PART V - SOLICITATION PROVISIONS

- 1. Addendum to 52.212-1, Instructions to Offerors--Commercial Items
- (A) Modification to paragraph (c), Period for Acceptance of Offers. The offeror agrees to hold the prices in its offer firm for 60 calendar days from the date specified for receipt of offers.
- (B) Modification to paragraph (h), Multiple Awards. Paragraph (h) to 52.212-1 is not applicable to this acquisition. There will not be multiple awards made on this acquisition. Offerors should complete the schedule of prices in its entirety. Offerors not providing prices for all items will be considered unacceptable and shall not be considered for award.
- 2. Additional Provisions Applicable to this Acquisition:
- (A) Site Visit
- (a) Offerors or quoters who would like to inspect the work site should contact Mr. Larry Hieb at (702) 293-8825 to arrange a site visit. Offerors must make arrangements prior to the site inspection.
- (B) WBR 1452.233-80 Agency Procurement Protests -- Bureau of Reclamation (Sep 1997)
- (a) Executive Order 12979, Agency Procurement Protests, establishes policy on agency procurement protests. This policy is implemented at section 33.103 of the Federal Acquisition Regulation. For solicitations issued by the Bureau of Reclamation, an interested party may request independent review of its protest by the Bureau Procurement Chief.
- (b) This independent review is available as an alternative to consideration by the contracting officer or as an appeal of the contracting officer's decision on a protest. An interested party may:
 - (1) Protest to the contracting officer;
- (2) Protest directly to the Bureau Procurement Chief, without first protesting to the contracting officer; or
 - (3) Appeal a contracting officer's decision to the Bureau Procurement Chief.
- (c) An appeal of the contracting officer's decision must be received by the Bureau Procurement Chief (Bureau of Reclamation, Denver Federal Center, Bldg. 67, P.O. Box 25007 (D-7800), Denver, CO 80225-25007) no later than 3 days after receipt of that decision by the interested party. The Bureau Procurement Chief shall render a decision no later than 5 days after receipt of an appeal.
- (d) If there is an appellate review of the contracting officer's decision by the Bureau Procurement Chief, it will not extend the General Accounting Officer's timeliness requirements.

Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

- 3. 52.212-2 Evaluation--Commercial Items (Jan 1999)
- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
 - (1) Price: This evaluation factor will comprise 60% of the total evaluation weight.
- (2) Past performance: This evaluation factor will comprise 40% of the total evaluation weight. Past performance of all offerors is required to be evaluated on all Government acquisitions. The following areas should be addressed in the information provided with the offer for evaluation purposes under this factor.
 - (i) Past Projects,
 - (ii) Reliability, and
 - (iii) Facilities

Technical and past performance, when combined, are slightly less important than cost or price. Non-cost factors comprise 40% of the total evaluated weight.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.
- 4. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 1999)
- (a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government

contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Women-owned small business concern" means a small business concern-

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
 - (3) Taxpayer Identification Number (TIN).
 - 9 TIN:
 - 9 TIN has been applied for.
 - 9 TIN is not required because:
 - 9 Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - 9 Offeror is an agency or instrumentality of a foreign government;
 - 9 Offeror is an agency or instrumentality of the Federal Government.

- (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

TIN _____

- (1) Small business concern. The offeror represents as part of its offer that it 9 is, 9 is not a small business concern.
- (2) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it 9 is, 9 is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it 9 is, 9 is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (4) Women-owned business concern (other than small business concern). [Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it $\mathbf{9}$ is a women-owned business concern.
- (5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- (6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
- (i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.
- (ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

- (7) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)
 - (i) General. The offeror represents that either--
- (A) It 9 is, 9 is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a

certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

- (B) It 9 has, 9 has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

- (d) Representations required to implement provisions of Executive Order 11246--
 - (1) Previous Contracts and Compliance. The offeror represents that--
- (i) It 9 has, 9 has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and
 - (ii) It 9 has, 9 has not, filed all required compliance reports.
 - (2) Affirmative Action Compliance. The offeror represents that--
- (i) It 9 has developed and has on file, 9 has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It 9 has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an

employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

- (f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)
- (1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.
 - (2) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN			
(List as necessary)				

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American ActTrade AgreementsBalance of Payments Program:"
(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American ActTrade AgreementsBalance of Payments Program":				
(Insert line item numbers)				
(4) Offers will be evaluated in accordance with FAR Part 25.				
(g) (1) Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program, is included in this solicitation.)				
(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.				
(ii) Excluded End Products:				
	LINE ITEM NO.	COUNTRY OF ORIGIN		
<u> </u>	(List as necessary)			
(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American ActNorth American Free Trade Agreement Implementation ActBalance of Payments Program":				
(Insert line item numbers)				

- (iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.
- (2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:
- (g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products. The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":

Insert line item numbers)

- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--
- (1) The offeror and/or any of its principals 9 are, 9 are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (2) 9 Have, 9 have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax invasion, or receiving stolen property; and 9 are, 9 are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

SERVICE CONTRACT ACT WAGE DETERMINATIONS

(See links to .txt files at www.lc.usbr.gov/~g3100/0024docs.html)

DRAWINGS

Not available online - Contact issuing office to obtain copies: Tel: 702-293-8588 | Fax: 702-293-8499